



## COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

D.T.C. 13-6

February 04, 2014

Investigation by the Department on its Own Motion to Determine whether an Agreement entered into by Verizon New England Inc., d/b/a Verizon Massachusetts is an Interconnection Agreement under 47 U.S.C. § 251 Requiring the Agreement to be filed with the Department for Approval in Accordance with 47 U.S.C. § 252

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### **DEPARTMENT OF TELECOMMUNICATIONS AND CABLE FIRST SET OF INFORMATION REQUESTS TO VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**

Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Cable (“Department”) submits to Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon MA”) the following information requests.

#### Instructions and Definitions

The following instructions apply to this set of information requests, and all subsequent requests issued by the Department in this proceeding.

1. Unless otherwise stated, each request should be answered in writing on a separate three-hole punch page including: the case docket number; a reference to the request number; the name of the person responsible for the answer; and a recitation of the request.
2. Do not wait for all answers to be completed before supplying answers. Provide answers as soon as they are completed.
3. Requests shall be deemed continuing so as to require further supplemental responses if Verizon MA and/or its witnesses receive or generate additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. If any of these requests is ambiguous, notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
5. The responses should be served in accordance with the Ground Rules to this proceeding, as written in the PROCEDURAL SCHEDULE AND NOTICE, issued on November 29, 2013.
6. The term “provide complete and detailed documentation” means: Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which

data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates.

7. The term “document” is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, press releases, handwritten and/or typed notes, records, reports, bills, checks, articles from journals and/or other sources, legal filings, e-mails, SMS text messages, blog postings, RSS feeds, web pages, social media postings such as Facebook and Twitter, and/or other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
8. The term “certify” means to provide a sworn certification by the appropriate corporate officer.
9. The term “December 23, 2013 Agreement” refers to **\*\*\*Begin Confidential\*\*\*** [REDACTED] **\*\*\*End Confidential\*\*\***. An agreement Verizon MA submitted to the Department with a cover letter dated December 23, 2013.
10. The term “May 30, 2013 Agreement 1” refers to **\*\*\*Begin Confidential\*\*\*** [REDACTED] **\*\*\*End Confidential\*\*\***. An agreement Verizon MA submitted to the Department with a cover letter dated May 30, 2013
11. The term “May 30, 2013 Agreement 2” refers to **\*\*\*Begin Confidential\*\*\*** [REDACTED] **\*\*\*End Confidential\*\*\***. An agreement Verizon MA submitted to the Department with a cover letter dated May 30, 2013
12. The term “FiOS Digital Voice” refers to the Verizon MA’s interconnected VoIP service.
13. The term “IP” means Internet Protocol.
14. The term “TDM” means Time-Division Multiplexing.
15. The term “IP-to-IP format” refers to two-way voice communications that are initiated, terminated, and delivered in IP.
16. The term “IP-to-TDM format” refers to two-way voice communications that are initiated in IP, delivered in IP or TDM and terminated in TDM.
17. The term “TDM-to-IP format” refers to two-way voice communications that are initiated in TDM, delivered in TDM or IP, and terminated in IP.
18. The term “TDM-to-TDM format” refers to two-way voice communications that are initiated in TDM, delivered in TDM or IP, and terminated in TDM.

19. The term “Comcast MA” refers to Comcast Phone of Massachusetts, Inc.
20. The term “Comcast IP” refers to Comcast IP Phone II, LLC, a company that offers retail interconnected VoIP services in Massachusetts under the names XFINITY Voice for residential subscribers and Comcast Business for business subscribers.
21. The term “Other Comcast Affiliate” refers to any entity that is an affiliate of Comcast Cable Communications, LLC or its successors in interest, other than Comcast MA and Comcast IP.
22. The term “Comcast” refers to Comcast Cable Communications, LLC and any entity that is an affiliate of Comcast Cable Communications, LLC, including Comcast MA and Comcast IP, collectively.
23. The term “affiliate” is any individual, partnership, association, joint stock company, trust, corporation, or other entity who (or that), directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, Comcast Cable Communications, LLC.
24. The term “Verizon MA” refers to Verizon New England Inc., d/b/a Verizon Massachusetts.

#### REQUESTS

- D.T.C. 1-1 For the period between January 2013 and December 2013, provide a monthly analysis on a percentage basis the volume of Verizon MA’s FiOS Digital Voice voice traffic exchanged in: (1) IP-to-IP format; (2) IP-to-TDM format; (3) TDM-to-TDM format; (4) TDM-to-IP format.
- D.T.C. 1-2 For the period between January 2013 and December 2013, provide a monthly analysis on a percentage basis the volume of Verizon MA’s FiOS Digital Voice traffic exchanged with (1) Comcast MA; (2) Comcast IP; (3) Other Comcast Affiliate.
- D.T.C. 1-3 Identify any and all documents(s) governing Verizon MA’s exchange of voice traffic in IP-to-IP format with Comcast. If more than one document is identified, explain the applicability of each document to the exchange of voice traffic in IP-to-IP format. If no documents are identified, explain in narrative why there are no documents governing this traffic exchange.
- D.T.C. 1-4 Identify any and all documents(s) governing Verizon MA’s exchange of voice traffic in IP-to-TDM format with Comcast. If more than one document is identified, explain the applicability of each document to the exchange of voice traffic in IP-to-TDM format. If no documents are identified, explain in narrative why there are no documents governing this traffic exchange.
- D.T.C. 1-5 Identify any and all documents(s) governing Verizon MA’s exchange of voice traffic in TDM-to-IP format with Comcast. If more than one document is identified, explain the applicability of each document to the exchange of voice

traffic in TDM-to-IP format. If no documents are identified, explain in narrative why there are no documents governing this traffic exchange.

- D.T.C. 1-6 Identify any and all documents(s) governing Verizon MA's exchange of voice traffic in TDM-to-TDM format with Comcast. If more than one document is identified, explain the applicability of each document to the exchange of voice traffic in TDM-to-TDM format. If no documents are identified, explain in narrative why there are no documents governing this traffic exchange.
- D.T.C. 1-7 Verify whether Verizon MA exchanged voice traffic in IP-to-IP format with Comcast prior to the execution of May 30, 2013 Agreement 2 and identify the Agreement, if any, that provided the terms of that exchange.
- D.T.C. 1-8 If Verizon MA did not exchange voice traffic in IP-to-IP format with Comcast prior to the execution of May 30, 2013 Agreement 2, explain how a subscriber to FiOS Digital Voice service completed a voice call to a subscriber of Comcast's XFINITY Voice or Comcast Business service.
- D.T.C. 1-9 Referring to the May 30, 2013 Agreement 2, identify and provide a copy of **\*\*\*Begin Highly Sensitive Confidential \*\*\*** [REDACTED] **\*\*\*End Highly Sensitive Confidential\*\*\***.
- D.T.C. 1-10 Identify the total number of **\*\*\*Begin Confidential\*\*\*** [REDACTED] **\*\*\*End Confidential\*\*\*** executed or currently under negotiation, to which Verizon MA is a party as of January 31, 2014.
- D.T.C. 1-11 Referring to May 30, 2013 Agreement 1, explain in detailed narrative **\*\*\*Begin Highly Sensitive Confidential\*\*\*** [REDACTED] **\*\*\*End Highly Sensitive Confidential\*\*\***.
- D.T.C. 1-12 Identify and list each voice and non-voice service currently provided through the exchange of traffic in TDM-to-TDM format that cannot be provided through the exchange of traffic in:
- A. IP-to-IP format;
  - B. TDM-to-IP format; and
  - C. IP-to-TDM format.
- D.T.C. 1-13 The December 23, 2013 Agreement, **\*\*\*Begin Highly Sensitive Confidential\*\*\*** [REDACTED]

**\*\*\*End Highly Sensitive Confidential\*\*\*. Identify and list, if any, **\*\*\*Begin Highly Sensitive Confidential\*\*\*****

**\*\*\*End Highly Sensitive Confidential\*\*\*** under the May 30, 2013 Agreement 2.